

NYCHA Resident Lease Agreement [FORM ____]

**SECTION 8 Voucher Assistance: TENANT BASED – City/State Development
[NYCHA Public Housing Preservation ____, LLC]**

Development:	Account #	AIR Quarter:
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NYCHA 040.786 (Rev. 9/21/16) NYCHA RESIDENT LEASE AGREEMENT SECTION 8 VOUCHER ASSISTANCE: TENANT BASED CITY / STATE DEVELOPMENT	NYCHA Public Housing Preservation _____ LLC (Owner) NEW YORK CITY HOUSING AUTHORITY (Managing Agent)
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1. THE PARTIES, PREMISES AND TERM

NYCHA Public Housing Preservation _____, LLC (“Landlord”), by its managing agent the New York City Housing Authority (“Housing Authority” or “NYCHA”), hereby leases the Leased Premises to the Tenant under the federal Section 8 **tenant based** housing choice voucher program (“Voucher Program”).

- a. **PARTIES:** Landlord: NYCHA Public Housing Preservation _____, LLC
Managing Agent: The Landlord designated the New York City Housing Authority as the managing agent to operate and maintain the development and to take all actions reasonable and necessary to ensure tenant’s compliance with the terms of the lease and relevant federal requirements.

Tenant: _____
and _____

- b. **LEASED PREMISES:** *(street address & apartment)* _____

(Borough) _____, City and State of New York, *(zip)* _____, *(Development)* _____

- c. **TERM:** The Lease term begins the first day of _____ *(insert the month and year that follows the month in which this Lease is signed by the Tenant)*, and terminating midnight on the last day of the month of _____ *(insert the month and year before the Annual Income Review (AIR) effective date for the building in which the Leased Premises are located)*, and automatically renewable thereafter, unless otherwise terminated, for terms of 12 months, each 12-month term terminating at midnight on the last day of the 12th month.

- d. **SPRINKLER SYSTEM:** The Leased Premises do not have a maintained and operative sprinkler system unless indicated below.

The Leased Premises have a maintained and operative sprinkler system. The last date of maintenance and inspection was: _____
(month) / (day) / (year)

2. MONTHLY RENT TO THE LANDLORD AND/OR MANAGING AGENT

Each month the Landlord and/or Managing Agent will credit a housing assistance payment received from HUD (the “monthly housing assistance payment”) against the total monthly rent owed for the Leased Premises (the “contract rent”). The amount of the monthly housing assistance payment will be determined by the Landlord and/or Managing Agent in accordance with HUD requirements for a tenancy under the Voucher Program. The Tenant is responsible for paying to the



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Each month the Landlord and/or Managing Agent will credit a housing assistance payment received from HUD (the “monthly housing assistance payment”) against the total monthly rent owed for the Leased Premises (the “contract rent”). The amount of the monthly housing assistance payment will be determined by the Landlord and/or Managing Agent in accordance with HUD requirements for a tenancy under the Voucher Program. The Tenant is responsible for paying to the Landlord and/or Managing Agent any portion of the contract rent that is not covered by the housing assistance payment (the “Tenant’s portion of the rent”). The Tenant’s portion of the rent is due and payable the **first day** of each month or at such other day each month as the Landlord and/or Managing Agent may decide. The Tenant shall tender his/her portion of the rent by check or money order or as otherwise accepted by the Landlord and/or Managing Agent.

- **TENANT’S PORTION:** The initial Tenant’s portion of the rent shall be \$_____.
The Tenant’s portion of the rent is subject to change as set forth in paragraph 4.
- **SUBSIDY:** The initial monthly housing assistance payment for the Leased Premises shall be \$_____.
- **TOTAL RENT FOR APARTMENT:** The initial contract rent to the Landlord and/or Managing Agent shall be \$_____.

The above rental includes the costs of the Tenant’s consumption of gas and electricity (except as otherwise indicated in Paragraphs 7 and 19(c)) not in excess of a quantity which the Landlord and/or Managing Agent in its discretion will fix and may from time to time change.

The Landlord and/or Managing Agent, in consideration of the rent herein paid and the representations made by the Tenant as set forth in his/her/their signed application, and his/her/their undertaking to comply with the Tenant’s obligations in this Lease and with all of the rules and regulations of the Landlord and/or Managing Agent, hereby leases to the Tenant and the Tenant hereby rents from the Landlord and/or Managing Agent the Leased Premises for the Term specified above.

The above terms may be changed by the Landlord and/or Managing Agent, in accordance with its rules and regulations, upon 30 days written notice to the Tenant. Subject to the provisions herein, the Landlord and/or Managing Agent or the Tenant may each terminate this Lease and tenancy by giving to the other 30 days prior notice in writing

3. PRO-RATA RENT

The Tenant agrees to pay additional rent in the sum of \$_____, or such sum to be determined at a later date, which represents the Tenant’s portion of the rent, pro-rated from the date the keys to the Leased Premises are ready, through and including the day before the first date of the lease term specified above. This additional rent, deemed rent for all purposes under this Lease including collection by a non-payment summary proceeding, is due the first day of the first month after notification of this amount or otherwise as the Landlord and/or Managing Agent may decide.

4. CHANGES IN THE MONTHLY HOUSING ASSISTANCE PAYMENT AND/OR THE TENANT’S PORTION OF THE RENT

The Tenant agrees that Tenant’s portion of the rent and/or the monthly housing assistance payment may be changed during the terms of this Lease if:

- a. HUD or the Housing Authority determines, in accordance with HUD procedures, that an increase in rents is needed;
- b. HUD or the Housing Authority changes any allowance for utilities or services considered in computing the Tenant’s portion of the rent, if applicable;



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- c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's portion of the rent changes and HUD procedures provide that the Tenant's portion of the rent or the monthly housing assistance payment be adjusted to reflect the change;
- d. changes in the Tenant's portion of the rent or the monthly housing assistance payment are required by HUD's or the Landlord's and/or Managing Agent's recertification or subsidy termination procedures;
- e. HUD's or the Landlord and/or Managing Agent's procedures for computing the Tenant's portion of the rent or the monthly housing assistance payment change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord and/or Managing Agent.

The Housing Authority agrees to give the Tenant at least 30 days advance written notice of any increase in the monthly housing assistance payment and/or the Tenant's portion of the rent. The Notice will state the new amount the Tenant is required to pay and the date the new amount is effective.

5. CONTRACT RENT

If the monthly housing assistance payment is reduced to zero or is terminated, the Tenant shall be responsible for payment of the full contract rent.

6. CONDITION OF DWELLING UNIT

By signing this Lease, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order.

7. CHARGES FOR UTILITIES AND SERVICES

The Landlord and/or Managing Agent shall furnish without additional cost (except as otherwise provided in Paragraph 19(c)) heat and hot water in accordance with requirements of law and applicable rules and regulations of municipal and state agencies; gas and electricity in normal quantities which may be fixed hereafter by the Landlord and/or Managing Agent (except that the Landlord and/or Managing Agent shall not supply gas and / or electricity if the Development is one in which residents are charged directly by the provider utility company); and use of a stove and a refrigerator.

8. OCCUPANCY

- a. The Leased Premises shall be the Tenant's only residence and only the Tenant and members of the Tenant's household (i.e., those named in the signed application, born or adopted into the household, or authorized by the Landlord and/or Managing Agent) who remain in continuous occupancy since the inception of the tenancy, since birth, or since authorization by the Landlord and/or Managing Agent shall use it as a residence. The Tenant and the members of the Tenant's household shall have the right to exclusive use and occupancy of the Leased Premises.
- b. The Tenant shall obtain the written consent of the Housing Manager of the Development, or such Housing Manager's designee, before allowing any person to reside in the Leased Premises other than a family member named in the Tenant's signed application or born or adopted into the household, or subsequently authorized by the Landlord and/or Managing Agent, who remains in continuous occupancy since the inception of the tenancy, since birth or since subsequent authorization by the Landlord and/or Managing Agent.



9. REGULARLY SCHEDULED RECERTIFICATIONS

The Landlord and/or Managing Agent will annually request the Tenant to report the income and composition of the Tenant’s household and to supply any other information required by HUD or the Landlord and/or Managing Agent for the purposes of determining the Tenant’s portion of the rent and the monthly housing assistance payment, if any. The Landlord and/or Managing Agent will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant’s portion of the rent and the monthly housing assistance payment, if any.

If the Tenant does not submit the required recertification information by the date specified in the Landlord and/or Managing Agent’s request, the Landlord and/or Managing Agent shall require the Tenant to pay the full contract rent. The Landlord and/or Managing Agent may implement such changes in accordance with any applicable procedures established by the Landlord and/or Managing Agent.

10. INFORMATION TO BE FURNISHED BY TENANT AND REPORTING OF CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS

- a. The Tenant agrees to furnish such information, certification or signed statement, in the form fixed and at the times required by the Landlord and/or Managing Agent, regarding the income, identity and composition of his/her/their household necessary to determine the rent, eligibility and the appropriateness of the size of the Leased Premises.
- b. The Tenant agrees to furnish to the Landlord and/or Managing Agent upon request: such birth certificate; death certificate; Social Security Number; proof of citizenship or eligible immigration status; signed consent forms authorizing the disclosure of salary and wage information, unemployment compensation claim information, or tax return information; and such other documents or information as the Landlord and/or Managing Agent may require to make the determination described in the preceding sub-paragraph or to otherwise comply with the requirements of law. The accuracy of any information furnished or document submitted by the Tenant is subject to independent verification by the Landlord and/or Managing Agent.
- c. The Tenant shall notify the management office of the Development (“Management Office”) of any birth, legal adoption, death, or other changes in the Tenant’s household, within 30 days after the event.
- d. The Tenant shall report to the Management Office, within 30 days after the event,
 - (i) the receipt of new public assistance by the Tenant or any member of the Tenant’s household or the discontinuance of public assistance for any such person;
 - (ii) the permanent cessation of full-time employment of the Tenant or any member of the Tenant’s household;
 - (iii) the loss of full-time employment by the Tenant or a member of the Tenant’s household which continues for a period of three months or the resumption by such person of full-time employment; or
 - (iv) the commencement of full-time employment by the Tenant or any member of the Tenant’s household.
- e. If the Tenant’s income is derived in whole or in part from other than employment by a third party, the Tenant shall keep adequate and verifiable records, as required by the Landlord and/or Managing Agent, of all cash transactions relating to investments, loans, funds received under trusts or grants, income and expense. These records and their supporting evidence, including bills, receipts, bank pass books, statements, canceled checks, and copies of returns submitted to government agencies, shall be made available for examination by the Landlord and/or Managing Agent.



- f. If the Tenant does not advise the Landlord and/or Managing Agent of these changes, the Landlord and/or Managing Agent may terminate the monthly housing assistance payment and increase the Tenant's portion of the rent to the full contract rent. The Landlord and/or Managing Agent may do so only in accordance with the time frames and administrative procedures set forth by HUD and in accordance with any applicable procedures established by the Landlord and/or Managing Agent.

11. TERMINATION OF MONTHLY HOUSING ASSISTANCE PAYMENT AND EVICTION FOR NON-PAYMENT

The Tenant understands that the monthly housing assistance payment may be terminated if:

- a. The Tenant does not provide the Landlord and/or Managing Agent with the information or reports required by paragraphs 9 or 10.
- b. The Tenant no longer qualifies for monthly housing assistance payments.
- c. The Tenant fails to permit the Landlord and/or Managing Agent into the Leased Premises to conduct an inspection at a reasonable time and after reasonable notice.

Termination of the monthly housing assistance payment means that the Tenant will be responsible for the full contract rent. Failure to pay the full contract rent will result in termination of tenancy and/or non-payment proceedings and eviction.

12. TENANT OBLIGATION TO REPAY

In addition to any other rights available to the Landlord and/or Managing Agent, if the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or composition or other factors as required by paragraph 11 of this Lease, and as a result pays a Tenant's portion of the rent that is less than the amount required by HUD's or the Landlord and/or Managing Agent's rent formulas, the Tenant agrees to reimburse the Landlord and/or Managing Agent for the difference between the Tenant's portion of the rent s/he should have paid and the portion of the rent s/he was actually charged. The Landlord and/or Managing Agent's right to repayment shall not prevent the Landlord and/or Managing Agent from exercising any other rights it may have to terminate this Lease. The Tenant is not required to reimburse the Landlord and/or Managing Agent for undercharges caused solely by the Landlord and/or Managing Agent's failure to follow HUD's procedures for computing contract rent or monthly housing assistance payments.

13. SIZE OF DWELLING

The Tenant understands that the Landlord and/or Managing Agent will assign units according to the size of the household and the age and sex of the household members, as set forth in the Section 8 program occupancy standards. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to move within 30 days after the Landlord and/or Managing Agent notifies him/her that a unit of the required size is available within the same Development or in another city/state Section 8 development.

If the Tenant does not vacate the apartment within 30 days, the Landlord and/or Managing Agent shall reduce the monthly housing assistance payment to the amount of monthly housing assistance for the smaller unit, and the tenant's portion of the rent shall be increased by the difference between the reduced monthly housing assistance payment and the contract rent for the appropriately sized unit.



13. 14. TRANSFER TO ANOTHER APARTMENT

The Tenant agrees to transfer, and to cause all members of the Tenant’s household to transfer, to another apartment in the Development or any other city/state Section 8 development, if the Landlord and/or Managing Agent requires vacant possession of the Leased Premises in order to repair or renovate the Leased Premises or the building in which they are located (which repairs and renovations Landlord and/or Managing Agent in its sole discretion determines cannot be accomplished while the Leased Premises is occupied), or if the Leased Premises is otherwise required by the Landlord and/or Managing Agent for some other lawful purpose.

15. SECURITY DEPOSIT

- a. Except as otherwise provided in subparagraph “b” below, the Tenant shall deposit with the Landlord and/or Managing Agent a security deposit to be used following the Tenant’s vacating the Leased Premises as reimbursement for the cost of repairs beyond normal wear and tear and for rent or other charges owed by the Tenant. The amount of such deposit shall be the greater of one month’s Tenant’s portion of the rent, as set forth in paragraph 2 above, or the amount set forth in the appropriate item below:

Studio/Efficiency Apartment	\$ 154.00
3 Rooms	\$ 174.00
4 Rooms	\$ 194.00
5 Rooms	\$ 212.00
6 Rooms	\$ 223.00
7 Rooms	\$ 230.00

- b. Notwithstanding the foregoing, if the Tenant is in possession of the Leased Premises on the date this Lease is signed, Tenant shall not be required to pay any additional security for the Leased Premises under this Lease except as provided in the following sentence. The Tenant agrees to pay such additional security as may be required by reason of any modification of the foregoing schedule by the Landlord and/or Managing Agent, provided such modification is lawfully adopted. Modification of the security deposit schedule shall be in accordance with the procedure for notice set forth in paragraph 21 hereof.

16. TENANT’S OBLIGATIONS

It shall be the Tenant’s obligations:

- a. Not to assign the Lease or to sublease the Leased Premises or to transfer possession of the Leased Premises;
- b. Not to provide accommodations for boarders or lodgers;
- c. To use the Leased Premises solely as a residential dwelling for the Tenant and the Tenant’s household as identified in the Tenant’s signed application, or subsequently authorized by the Landlord and/or Managing Agent, and not to use the Leased Premises or permit its use for any other purpose, except that the Tenant and authorized members of the Tenant’s household may engage in legal and permissible profitmaking activities incidental to the primary use of the Leased Premises as a residence in accordance with the Landlord’s and/or Managing Agent’s home business policy;
- d. To abide by all necessary and reasonable regulations promulgated from time to time by the Landlord and/or Managing Agent, which shall be posted in the Management Office and incorporated by reference in this Lease;
- e. To comply with all obligations imposed upon tenants in the City of New York by applicable laws, rules or regulations;



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- f. To keep the Leased Premises and such other areas as may be assigned to the Tenant for the Tenant’s exclusive use in a clean, sanitary and safe condition;
- g. To take every reasonable precaution to prevent fires;
- h. To dispose of all garbage, rubbish and other waste from the Leased Premises in a sanitary, safe and lawful manner;
- i. To maintain, care for, and at all times keep free from litter, any space on the grounds of the Development assigned to the Tenant for exclusive use;
- j. To refrain from littering the grounds of the Development and from shaking, cleaning or airing any bedclothes, rugs, mops, dust cloths, etc., at the windows, in the halls or on the roof of any building in the Development;
- k. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators;
- l. Not to alter the Leased Premises, or any fixtures or fittings in the Leased Premises, without the prior written consent of the Landlord and/or Managing Agent, which may be granted or withheld in the Landlord and/or Managing Agent’s sole and absolute discretion;
- m. Not to install in the Leased Premises, without the prior written consent of the Landlord and/or Managing Agent, any freezer, air conditioning unit, washing machine, clothes dryer, dishwasher, “ham” or other radio transmitter, or other electrical appliances hereafter restricted by the Landlord and/or Managing Agent, or any television antenna or other antenna on the window sill or at any place outside of the Leased Premises, and, if such consent is given, not to install the same in any manner other than as prescribed by the Landlord and/or Managing Agent;
- n. To remove any prohibited electrical or other appliances or equipment from the Leased Premises whenever required by the Landlord and/or Managing Agent;
- o. To refrain from and to cause the Tenant’s household and guests to refrain from destroying, defacing, damaging or removing any part of the Leased Premises or the Development;
- p. To pay reasonable charges for the repair of damages to Landlord and/or Managing Agent-owned appliances or the Leased Premises, other than for ordinary wear and tear, or to the Development, including damages to Development buildings, facilities or common areas, caused by the Tenant or the Tenant’s household or guests;
- q. To act, and cause other persons who are in the Leased Premises with the consent of the Tenant to act, in a manner that will not disturb other residents’ peaceful enjoyment of their accommodations and will be conducive to maintaining the Development in a decent, safe and sanitary condition;
- r. To assure that the Tenant, any member of the household, a guest, or another person under the Tenant’s control, shall not engage in:
 - (i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Development by other residents, by persons residing in the immediate vicinity of the Leased Premises or the Development, or by the Landlord and/or Managing Agent’s employees, contractors, subcontractors or agents, or
 - (ii) Any violent or drug-related criminal activity on or near the Leased Premises or the Development, or
 - (iii) Any activity, on or off the Leased Premises or the Development, that results in a felony conviction.
- s. To pay the Tenant’s portion of the rent, additional rent, charges and security deposits provided herein on the first day of the month such sum becomes due, or otherwise as directed by or consented to by the Landlord and/or Managing Agent;



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- t. To comply with all of the provisions of this Lease applicable to the Tenant;
- u. To do everything necessary and proper to permit the Landlord and/or Managing Agent to carry out its duties to all residents of the Development, and to do everything necessary and proper to permit the Landlord and/or Managing Agent to comply with applicable laws, rules and regulations of federal, state and municipal agencies;
- v. Not to keep any animals in the Leased Premises or on Development grounds, except for one domesticated dog or cat responsibly maintained as a household pet, or except as otherwise provided by statute or regulation or the Landlord and/or Managing Agent's Pet Policy, and subject to the provisions of such policy including the following:
 - (i) Permission to keep such pet must be obtained from the Landlord and/or Managing Agent in compliance with the Landlord and/or Managing Agent's Pet Policy;
 - (ii) Any pet fee and/or pet deposit required by the Landlord and/or Managing Agent's Pet Policy shall be paid as required thereunder and, if unpaid, shall be deemed and collectible as additional rent; and
 - (iii) In addition to any other remedy available to the Landlord and/or Managing Agent, violation of the Landlord and/or Managing Agent's Pet Policy may be grounds for removal of any pet or termination of the tenancy, or both.
- w. To comply with the directions given by the Landlord and/or Managing Agent concerning moving date and time;
- x. To abide by all regulations pertaining to the moving in of furniture in order to provide for proper vermin control, and to pay the cost of fumigation or extermination reasonably required in the Leased Premises following move-in;
- y. To clean windows in the Leased Premises from the inside and NOT from the outside;
- z. Not to display any sign or notice of any kind in the Leased Premises or have any exhibited from the windows of the Leased Premises;
- aa. Not to paint the Leased Premises without the prior written consent of the Landlord and/or Managing Agent;
- bb. To comply with and obey all rules and regulations prescribed from time to time by the Landlord and/or Managing Agent concerning the use and care of the Leased Premises or any common or community spaces or other places in the Development, including but not limited to stairs, halls, laundries, community rooms, storage rooms, walks, drives, playgrounds and parking areas; and
- cc. To comply with and to do everything necessary and proper to permit the Landlord and/or Managing Agent to comply with applicable laws, rules and regulations concerning the installation and maintenance of smoke detectors, carbon monoxide detectors, window guards and fire safety notices.

17. LANDLORD AND/OR MANAGING AGENT'S OBLIGATIONS

Except with respect to any condition beyond the control of the Landlord and/or Managing Agent, it shall be the Landlord and/or Managing Agent's obligations:

- a. To maintain the common areas of the Development in a decent, safe and sanitary condition;
- b. To comply with applicable laws, rules and regulations of federal, state and municipal agencies;
- c. To make necessary repairs to the Leased Premises, excluding all Tenant owned appliances;
- d. To keep the Development buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;



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- e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied by the Landlord and/or Managing Agent;
- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the premises by the Tenant in accordance with Paragraph 16(h) hereof; and
- g. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year as hereinbefore provided except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

18. HAZARDS TO LIFE, HEALTH OR SAFETY

In the event that the Leased Premises is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:

- a. The Tenant shall immediately notify the Management Office of such damage or notify such other person or office as may be designated by the Landlord and/or Managing Agent for that purpose;
- b. In the Landlord and/or Managing Agent's sole discretion the Landlord and/or Managing Agent shall repair the Leased Premises within a reasonable time, provided that, if the damage was caused by the Tenant or the Tenant's household or guests, the reasonable cost of repairs shall be charged to the Tenant;

19. ADDITIONAL CHARGES

- a. In the event of damage to the Leased Premises or to fixtures beyond normal wear and tear, or in the event misuse of equipment results in additional maintenance costs, the Tenant shall pay the cost of labor and material for repair and for additional maintenance as set forth in a schedule to be posted by the Landlord and/or Managing Agent pursuant to Paragraph 25 of this Lease. The Tenant shall also pay according to such schedule for damage to the common areas committed by any member of the Tenant's household. In the event that the damage is incapable of appraisal in advance, the Tenant agrees to pay the cost of labor and material actually expended for such repair. The Tenant may also be charged for consumption of excess utilities, consumed in performance of such repairs.
- b. The Tenant shall pay as damages such reasonable charge or fee as is imposed by the Landlord and/or Managing Agent for extra services required by reason of any violation by the Tenant or any member of the Tenant's household of any rule or regulation established by the Landlord and/or Managing Agent for the proper administration of the Development, the protection of the Landlord and/or Managing Agent's property or the safety and convenience of other residents.
- c. In addition to the foregoing charges, the Tenant shall pay (i) such charges as may be hereafter imposed for additional services provided by the Landlord and/or Managing Agent at the Tenant's request, (ii) any installation and/or monthly service charge established by the Landlord and/or Managing Agent in order to grant permission to the Tenant to install or use appliances enumerated in Paragraph 16(m) hereof, which charges may be covered by a separate agreement between the Tenant and the Landlord and/or Managing Agent, (iii) any charge hereafter imposed by the Landlord and/or Managing Agent for the provision of utilities such as gas or electricity, (iv) the cost of replacing equipment lost by the Tenant or damaged beyond ordinary wear and tear, and (v) such charges as may be hereafter imposed by the Landlord and/or Managing Agent regarding dishonored checks.
- d. Except in the case of a written agreement between the Landlord and/or Managing Agent and Tenant which may otherwise provide, any charge assessed under the foregoing sub-paragraphs shall become due and collectible on the first day of the second month following the month in which said charge is made. If not paid the special charges set forth above shall be collectible in any court having jurisdiction thereof.



20. RIGHT OF ENTRY

- a. The Landlord and/or Managing Agent shall, upon reasonable advance notification to the Tenant, be permitted to enter the Leased Premises during reasonable hours for the purpose of performing routine inspection and maintenance, making improvements or repairs, or showing the premises for re-leasing. A written statement specifying the purpose of the Landlord and/or Managing Agent’s entry, delivered to the Leased Premises at least two days before such entry, shall be considered reasonable advance notification. If the Tenant fails to permit such entry to the Leased Premises after such notice has been given, the Landlord and/or Managing Agent may enter the Leased Premises at any time thereafter without further notification.
- b. The Landlord and/or Managing Agent may enter the Leased Premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.
- c. In the event that the Tenant and all adult members of the household are absent from the Leased Premises at the time of entry as permitted in this paragraph, the Landlord and/or Managing Agent shall leave at the Leased Premises a written statement specifying the date, time and purpose of entry prior to leaving the Leased Premises.

21. NOTICES

- a. Except as provided in Paragraph 26 hereof or as may be otherwise provided by law or specified in this Lease, any notice to the Tenant required hereunder shall be in writing and delivered to the Tenant or an adult member of the Tenant’s household residing in the Leased Premises or sent by prepaid or first class mail properly addressed to the Tenant.
- b. Notice to the Landlord and/or Managing Agent shall be in writing, delivered to the Management Office or sent by prepaid or first class mail properly addressed to the Management Office.

22. TERMINATION OF LEASE

- a. The Landlord and/or Managing Agent shall not terminate or refuse to renew this Lease other than for:
 - (i) violation of material terms of the Lease, such as failure to make payments due under the Lease or failure to fulfill any of the Tenant’s obligations set forth in Paragraph 16 hereof, or
 - (ii) violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the unit and premises; or
 - (iii) other good cause.
 - (iv) The Landlord and/or Managing Agent may terminate the tenancy during the term of the Lease if any member of the household is:
 - (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
 - (2) Violating a condition of probation or parole under Federal or State law.
 - (v) The Landlord and/or Managing Agent may terminate the tenancy for criminal activity by a household member if the Landlord and/or Managing Agent determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.



- (vi) The Landlord and/or Managing Agent may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- b. Prior to the commencement of a non-payment proceeding, the Landlord and/or Managing Agent shall give notice in writing to the Tenant requiring, in the alternative, the payment of the Tenant's portion of the rent or surrender of the possession of the Leased Premises (except that Landlord and/or Managing Agent shall not have waived any right to collect all rent and additional rent due and owing should the lease be terminated and the tenant evicted from the Leased Premises), and advising the Tenant of his/her/their right to request a hearing upon his/her/their compliance with the conditions contained in the Grievance Procedures described in Paragraph 23 hereof. Such written notice shall be given no less than 14 days prior to commencement of the non-payment proceeding in the manner provided by Paragraph 21 of this Lease.
 - (i) The Landlord and/or Managing Agent shall give written notice of termination of the Lease within a reasonable time commensurate with the exigencies of the situation in the case of the creation or maintenance of a threat to the health or safety of other tenants or Landlord and/or Managing Agent's employees or to the property;
 - (ii) In all other cases, the Landlord and/or Managing Agent shall give 30 days' prior written notice of termination. The said notice of termination shall state the reason therefor.

23. GRIEVANCE PROCEDURES

- a. All grievances concerning the obligations of the Tenant or the Landlord and/or Managing Agent shall be resolved in accordance with the grievance procedures that are in effect at the time such grievance arises ("Grievance Procedures"), which Grievance Procedures are, or shall be, posted in the Management Office and are incorporated by reference in this Lease.
- b. Selection of Hearing Officer: The Hearing Officer shall be an impartial disinterested attorney other than the person who made or approved the decision under review and shall have at least five years' experience as an attorney at law admitted to practice before the Courts of New York State.

24. VIOLENCE AGAINST WOMEN ACT PROVISIONS (VAWA)

- a. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.
- b. Criminal activity directly relating to abuse, engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or other lawful occupant is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.
- c. Notwithstanding any restrictions on admission, occupancy or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, the Landlord and/or Managing Agent may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against family members or other lawful occupants. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a Tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.



**SECTION 8 Voucher Assistance: TENANT BASED – City/State Development
[NYCHA Public Housing Preservation ____, LLC]**

- d. Nothing in this section may be construed to limit the authority of the Landlord and/or Managing Agent, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- e. Nothing in this section limits any otherwise available authority of the Landlord and/or Managing Agent to evict the Tenant or terminate assistance to the Tenant for any violation of the Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that the Landlord and/or Managing Agent does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- f. Nothing in this section may be construed to limit the Landlord and/or Managing Agents authority to terminate the tenancy of, or terminate assistance to, any Tenant if the Landlord and/or Managing Agent can demonstrate an actual and imminent threat to other tenants, to the Landlord and/or Managing Agent's employees, or to those providing service to the Premises if the Tenant is not evicted or terminated from assistance.
- g. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

25. MODIFICATION OF LEASE

Except as otherwise provided herein, this Lease may be modified by the Landlord and/or Managing Agent on 30 days' prior written notice and only by a written rider or other amendment to the Lease.

26. POSTING OF POLICIES, RULES AND REGULATIONS

Schedules of special charges for services, repairs and utilities, rules and regulations and all items specifically herein required to be posted shall be publicly posted in a conspicuous manner in the Management Office and shall be furnished to the Tenant on request. Such schedules, rules and regulations may be modified from time to time by the Landlord and/or Managing Agent, provided that the Landlord and/or Managing Agent shall give at least 30 days' prior written notice to the Tenant if the Landlord and/or Managing Agent, in its discretion, determines that the Tenant is affected thereby. Such notice shall set forth the proposed modification and the reason therefore and shall provide the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord and/or Managing Agent prior to the proposed modification becoming effective. A copy of such notice shall be

- a. delivered directly or mailed to the Tenant; or
- b. posted in at least 3 conspicuous places within the building in which the Leased Premises are located, as well as in a conspicuous place in the Management Office.

27. PENALTIES FOR SUBMITTING FALSE INFORMATION

Knowingly giving the Landlord and/or Managing Agent false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to civil and criminal penalties available under Federal law, including but not limited to fines and imprisonment.

28. SEVERABILITY

In the event that any provision of this Lease shall violate any requirement of law, then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this Lease shall remain in full force and effect.



